

An agreement regarding discharge of storm waters into the canals of the Stockton and Mokelumne Canal Company having been arrived at and reduced to writing, the following resolution was introduced:-

RESOLUTION NO.127.  
RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
WITH STOCKTON & MOKELUMNE CANAL COMPANY.

WHEREAS, it is necessary for the City of Lodi to secure a drainage of its storm waters, and

WHEREAS, the Stockton and Mokelumne Canal Company is willing to enter into an agreement whereby the City of Lodi can drain its storm waters into the canals and ditches of said company, as per agreement this day submitted, now therefore:-

BE IT RESOLVED, that the City of Lodi enter into said Agreement and the President of the Board of Trustees be and he is hereby authorized to execute said agreement for and on behalf of said City of Lodi..

On motion of Trustee Hale, seconded by Trustee Hickok, the above resolution, numbered 127, was adopted by the following vote:

Ayes: Trustees, Hale, Hickok, Crose, Rich and Montgomery  
Noes: Trustees, None.  
Absent: Trustees, None.

The following is a verbatim copy of the agreement:-

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ 1921.

WITNESSETH: That the Stockton and Mokelumne Canal Company, a corporation of the State of California, with its principal place of business in the City of Stockton, County of San Joaquin, State of California, hereinafter termed the "Company" and the City of Lodi, a municipal corporation, situated in the County of San Joaquin, State of California, hereinafter termed the "City";-

ENTER INTO THE FOLLOWING AGREEMENT relative to the flowing of the City's storm water drainage into that section of its canals and ditches, as hereinafter described, of the Company, subject to the following conditions and for the following consideration:-

The City admits and hereby acknowledges that the material part of the consideration for its execution hereof by such Company are, and said City thereof hereby agrees, promises and covenants:-

1. That it will pay a part of the cost of replacement of four (4) siphons which are situated in that section of the Company's canal (for which storm water is to be flowed) between a point which is twenty-six (26) feet north of the south line of Kettleman Road (a public highway) where the same crosses the Company's canal situated in Section 14 of Twp.3 N., R. 6 E., M.D.B. & M. in said County of San Joaquin, and the right bank of the Calaveras River where said canal enters said river.

2. That the Company may construct such siphons of reinforced concrete in accordance with such plans as it may elect to design.

3. That the Company may construct these siphons at such times as it may select and the City agrees to pay for such siphons when completed in the following manner to-wit:

One (1) Siphon in the year 1921.  
Two (2) Siphons in the year 1922.  
One (1) Siphon in the year 1923.

And that the City shall not pay more than Six Thousand (6,000.00) Dollars for the construction of said siphons..

4. That the City will remove all substances of what ever nature from the storm waters before allowing it to flow into the canal and that the Company be the sole judge of the fitness of the waters sought to be discharged into its canal.

5. That the City will make any correction that the Company may direct relative to the clarifying of its storm waters, and if the correction is not so made within thirty days then the Company may proceed to make such correction and the City agrees to pay for the same as soon as completed.

6. That the City will at its sole cost, expense and liability save and keep the Company harmless and free from any action or proceeding, writ, order, rule or ordinance at law or in equity or before or by or of any board or officer and from any writ, order, rule or ordinance and from any cost, expense or liability on account of the discharge and flow of its storm waters into, and along said canals or main ditch and on to their final destination, because such waters are foreign or because of infection thereof ~~thereof~~

(Inn. Mar. 21. cont.) (being continuation of agreement with the Stockton and Mokuelumne Canal Co.)

or of the presence therein of any such substance, matter or thing, including trial or defense or any other steps, the immediate payment or satisfaction of any final judgment or order and the immediate release or dissolution of any lien or writ or order against such Company, and the immediate payment by said City to it of any counsel fees or other costs or expense by it paid or incurred or for which it was or is made liable.

7. That the rights of such canal Company hereunder shall attach to and become a part of its said right of way and property and run with the same.

8. The Company gives to the City the right to discharge its storm waters into and along the above described sections of its canals and ditches, subject to the above stated conditions.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be signed and their corporate seals to be attached by their respective officers, whose names are hereunto so officially subscribed, who have been duly and legally empowered, authorized and directed so to do.

By \_\_\_\_\_  
President of the Board of Trustees  
of the City of Lodi.

STOCKTON AND MOKELUMNE CANAL CO.

By \_\_\_\_\_ President.  
\_\_\_\_\_ Bond holder.  
\_\_\_\_\_ Bondholder  
\_\_\_\_\_ Bond holder.